

Charles H. Wardell and Theodore W. Marsh of the County of Ocean and State of New Jersey of the first part. And Daniel H. Applegate of the City of New York in the County and City of New York of the second part. Witnesseth that the said party of the first part for and in consideration of the sum of One hundred and fifty dollars lawful money of the United States of America to them in hand paid well and truly paid by the said party of the second part at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged and the said party of the first part therewith fully satisfied contented and paid have given granted bargained sold aliened released enfeoffed conveyed and confirmed and by these presents do give grant bargain sell alien release enfeoff convey and confirm to the said party of the second part and to his heirs and assigns forever,

All that tract or parcel of land and premises hereinafter particularly described situate lying and being in the Township of Brick in the County of Ocean and State of New Jersey. Beginning at a stake standing in the North line of the old Cedar Swamp tract called Woolley Cedar Swamp being the Southeast corner of a lot of Cedar Swamp belonging to or formerly belonged to Thomas Cook Junr and Hugh Johnson thence running 1. South seventy degrees and fifteen minutes East one chain and ninety five links 2. South five degrees fifteen minutes West sixteen chains to the upland 3. South fifty degrees and fifteen minutes West to the South East corner of said Cooks and Johnsons lots 4th along Cooks and Johnsons East line North five degrees and fifteen minutes East sixteen chains to the place of Beginning containing three acres strict measure. It being the same tract of land that Abraham Cook and wife conveyed to Lett Wardell by deed dated July 21st 1856 and recorded in the Ocean County Clerks office at Soms Poon in Book 11 of A.D. 1856, Page 204 or thereabouts.

Together with all and singular the houses buildings trees ways
waters profits privileges and advantages to the same belonging
or in anywise appertaining, Also all the estate right title
interest property claim and demand whatsoever of the
said party of the first part of in and to the same and
of in and to every part and parcel thereof, To have and
to hold all and singular the above described land and
premises with the appurtenances unto the said party of the
second part their heirs and assigns to the only proper
use benefit and behoof of the said party of the second
part their heirs and assigns forever, and the said Charles
H Wardell doth for himself his heirs executors and
administrators covenant and grant to and with the
said party of the second part their heirs and assigns
that he the said Charles H Wardell is the true lawful
and right owner full and singular the above described
land and premises and every part and parcel thereof
with the appurtenances thereto belonging, and that
the said land and premises or any part thereof at the
time of the sealing and delivery of these presents are
not encumbered by any mortgage judgment or limita-
tion or by any incumbrance whatsoever by which
the title of the said party of the second part hereby
made or intended to be made for the above described
land and premises can or may be charged charged
or defeated in any way whatsoever.

And also that the said party of the first
now have good right full power and lawful author-
ity to grant bargain sell and convey the said land
and premises in manner aforesaid, And also that
he the said Charles H Wardell will warrant secure
and forever defend the said land and premises
unto the said Theodore W Marsh Augustus Marsh
and his Heirs and assigns forever against and
the lawful claims and demands of all and every
person or persons fully and clearly freed and discharged
of and from all manner of incumbrances whatsoever

In Witness Whereof the said party of the
first part have hereunto set their hands and seals
the day and year first above written
Signed sealed & delivered. *Rev Stamp 50/100 C. H. H. Jan 31. 1870*

In the presence of
J P Eckworth

C H Wardell [LS]
Catharine A. Wardell [LS]

State of New Jersey } Be it remembered that on this
County of Ocean } first day of February in the year
of our Lord one thousand Eight
hundred and twenty before me the Subscriber a
master in Chancery the Court of Chancery of
New Jersey personally appeared Charles H. Wardell
and Catharine A. Wardell his wife who I am
satisfied are the grantors in the within deed
of conveyance named, and I having first made
known to them the contents thereof they did
acknowledge that they signed sealed and delivered
the same as their voluntary act and deed
for the uses and purposes therein expressed.

And the said Catharine A. Wardell
wife of the said Charles H. Wardell being by
me privately examined separate and apart from
her said husband did further acknowledge that
she signed sealed and delivered the same as her
voluntary act and deed, freely without any fear
threats or compulsion of her said husband.

I P. Reckworth
M. C. C.

Received and recorded February 12th 1870.

Ernest D. Cornelius
Clerk

Charles H. Wardell wife } This Indenture, made the
Samuel Stirling } Eighteenth day of February in
the year of our Lord one
thousand Eight hundred
and twenty; Between Charles H. Wardell and Catharine
A. his wife of the Township of Dover in the County
of Ocean and State of New Jersey of the first
part. And Samuel Stirling of the City of New York
in the County of New York and State of New York
party of the second part. Witnesseth that the said
party of the first part for and in consideration of the
sum of Ninety dollars lawful money of the
United States of America to him in hand well
and truly paid by the said party of the second